

1 PRESTON EASLEY, State Bar No. 108347  
(maritime@earthlink.net)  
2 CHRISTOPHER BULONE, State Bar No. 278882  
(christopher@prestoneasley.com)  
3 PETER YOVANOVICH, State Bar No. 305794  
(max@prestoneasley.com)  
4 LAW OFFICES OF PRESTON EASLEY APC  
2500 Via Cabrillo Marina, Suite 106  
5 San Pedro, California 90731-7724  
6 Telephone: (310)832-5315  
7 Facsimile: (310)832-7730  
8

9 Attorneys for Plaintiff  
10 CHRISTOPHER WHEELER  
11

12 UNITED STATES DISTRICT COURT  
13 SOUTHERN DISTRICT OF CALIFORNIA  
14

15 CHRISTOPHER WHEELER,  
16 Plaintiff,

17 v.

18  
19 EXELIS INC.; HARRIS  
20 CORPORATION; HARRIS  
21 CORPORATION, A DELAWARE  
22 CORPORATION; and UNITED  
23 STATES OF AMERICA,  
Defendants.

Case No: 16CV1075 LAB-MDD

FIRST AMENDED  
COMPLAINT FOR DAMAGES  
AND DEMAND FOR JURY TRIAL

24  
25 COMES NOW PLAINTIFF CHRISTOPHER WHEELER and complains  
26 of defendants and each of them, and alleges:  
27  
28

1 FIRST CAUSE OF ACTION FOR NEGLIGENCE AGAINST DEFENDANTS

2 EXELIS INC.; HARRIS CORPORATION; AND HARRIS CORPORATION,

3 A DELAWARE CORPORATION

- 4
- 5 1. Plaintiff CHRISTOPHER WHEELER is a resident of the City of Chula
- 6 Vista, County of San Diego, State of California.
- 7
- 8 2. Defendant EXELIS INC. is a corporation doing business in the State of
- 9 California. Defendant EXELIS INC. merged with defendant HARRIS
- 10 CORPORATION and is now known as HARRIS CORPORATION.
- 11
- 12 Defendant HARRIS CORPORATION does business in the State of
- 13 California and is headquartered in Melbourne, Florida. In California
- 14 defendant HARRIS CORPORATION is known as defendant HARRIS
- 15 CORPORATION, A DELAWARE CORPORATION. All allegations,
- 16
- 17 claims and prayers in this complaint against defendant EXELIS INC. are
- 18
- 19 simultaneously made against defendants HARRIS CORPORATION and
- 20 HARRIS CORPORATION, A DELAWARE CORPORATION.
- 21
- 22 3. Defendant UNITED STATES OF AMERICA is a sovereign which has
- 23
- 24 consented to be sued herein under the Suits in Admiralty Act, 46 U.S.C.
- 25
- 26 Sec. 781-790; the Public Vessels Act, 46 U.S.C. Sec. 781-790; admiralty
- 27
- 28 and the general maritime law.

1 4. Federal jurisdiction is based on the Jones Act, the Suits in Admiralty Act,  
2 the Public Vessels Act, Admiralty and the General Maritime Law.

3  
4 5. At all times mentioned herein plaintiff CHRISTOPHER WHEELER was  
5 employed as a boat operator aboard an inflatable Mark 5 ZODIAC motor  
6 boat by defendant EXELIS INC.

7  
8 6. At all times mentioned herein defendant EXELIS INC. employed plaintiff  
9 CHRISTOPHER WHEELER aboard the aforesaid Mark 5 ZODIAC  
10 motor boat which it owned and operated in navigable waters near Bahrain.

11  
12 7. At all times mentioned herein defendant UNITED STATES OF  
13 AMERICA owned and operated the vessel USNS CATAWBA (T-ATF-  
14 168), a fleet ocean tug, in navigable waters near Bahrain in joint  
15 operations with the Mark 5 ZODIAC operated by plaintiff  
16 CHRISTOPHER WHEELER.

17  
18  
19 8. At all times mentioned herein plaintiff CHRISTOPHER WHEELER was  
20 a Jones Act seaman and defendant EXELIS INC. was his Jones Act  
21 employer.

22  
23 9. On or about March 17, 2015, while operating an the Mark 5 ZODIAC  
24 owned and controlled by defendant EXELIS INC. in navigable waters  
25 near Bahrain plaintiff CHRISTOPHER WHEELER suffered severe and  
26 disabling injuries when an unmanned underwater vehicle tied to the Mark  
27  
28

1 5 ZODIAC came out of the water as it was being lifted by a crane on the  
2 USNS CATAWBA and struck him. Defendant EXELIS INC. negligently  
3 required plaintiff to operate said Mark 5 ZODIAC in unsafe sea  
4 conditions, negligently failed to untie the unmanned underwater vehicle  
5 from the Mark 5 ZODIAC prior to hooking it to the USNS CATAWBA's  
6 crane and negligently failed to conduct retrieval operations on the lee side  
7 of the USNS CATAWBA.  
8

9  
10 10. Said defendants negligently caused and allowed said Mark 5 ZODIAC  
11 and said unmanned underwater vehicle to be put into the ocean in the face  
12 of an oncoming hurricane.  
13

14  
15 11. Said defendants negligently failed to properly plan the lift of the  
16 unmanned underwater vehicle out of the ocean and negligently failed to  
17 maintain proper communications with the crane operator on the USNS  
18 CATAWBA.  
19

20 12. Defendant EXELIS INC. negligently failed to provide plaintiff  
21 CHRISTOPHER WHEELER with a safe place to work.  
22

23 13. As a result of defendant EXELIS INC.'s negligence plaintiff was hurt and  
24 injured in his health, strength and activity, sustaining serious injuries, all  
25 of which have caused and continue to cause plaintiff great mental,  
26 physical and nervous pain and suffering and loss of enjoyment of life in  
27  
28

1 an amount to be proven at trial. Plaintiff informed and believes that  
2 thereon alleges that such injuries will result in permanent disability to  
3 him.  
4

5 14. As a further result of defendant EXELIS INC.'s negligence plaintiff has  
6 incurred and will continue to incur medical and related expenses, the full  
7 amount of which is not known to plaintiff at this time, and plaintiff will  
8 move to amend this complaint to state such amount when the same  
9 becomes known to him, on proof thereof. The amount of plaintiff medical  
10 expenses will be proven at trial.  
11

12 15. As a further result of defendant EXELIS INC.'s negligence plaintiff's  
13 earning capacity has been greatly impaired, both past and future, and  
14 plaintiff has suffered and will continue to suffer a loss of wages, fringe  
15 benefits and wage earning capacity and the ability to perform household  
16 services. The exact amount is not known to plaintiff as this time,  
17 therefore plaintiff will move to amend this complaint to state such amount  
18 when the same becomes known to him, on proof thereof, and such amount  
19 will be proven at trial.  
20  
21  
22  
23  
24

25 SECOND CAUSE OF ACTION FOR MAINTENANCE AND CURE AND  
26 UNEARNED WAGES AGAINST DEFENDANTS EXELIS INC.; HARRIS  
27  
28

1 CORPORATION; AND HARRIS CORPORATION, A DELAWARE

2 CORPORATION

3  
4 16. Plaintiff incorporates by reference, as though fully set forth below, each  
5 and every allegation of paragraphs 1 through 15 of the First Cause of  
6 Action herein.

7  
8 17. On or about March 17, 2015 while working aboard a certain Mark 5  
9 ZODIAC motor boat in navigable waters near Bahrain, plaintiff suffered  
10 severe and disabling injuries.

11  
12 18. Immediately prior to suffering these injuries, plaintiff was a strong, able  
13 bodied person, capable of continuous gainful employment in the  
14 occupation of boat operator. By reason of these disabling injuries,  
15 plaintiff has been caused to suffer great physical and mental pain and  
16 suffering, and has incurred and will continue to incur medical and related  
17 expenses, and for a period of time was and will be unable to attend to his  
18 usual occupation as a boat operator. He is therefore entitled to  
19 maintenance and cure and unearned wages from defendants EXELIS  
20 INC.; HARRIS CORPORATION; and HARRIS CORPORATION, A  
21 DELAWARE CORPORATION.

22 THIRD CAUSE OF ACTION FOR NEGLIGENCE AGAINST DEFENDANT

23 UNITED STATES OF AMERICA

1 19. Plaintiff incorporates by reference, as though fully set forth below, each  
2 and every allegation of paragraphs 1 through 18 of the First and Second  
3 Causes of Action herein.  
4

5 20. On or about March 17, 2015, while operating an a Mark 5 ZODIAC  
6 inflatable motor boat in navigable waters near Bahrain plaintiff  
7 CHRISTOPHER WHEELER suffered severe and disabling injuries when  
8 he was struck by an unmanned underwater vehicle as it was being lifted  
9 out of the water by defendant UNITED STATES OF AMERICA (“USA”)  
10 by a crane on the vessel USNS CATAWBA which was owned and  
11 operated by defendant USA. Defendant USA negligently lifted the  
12 unmanned underwater vehicle out of the water while it was still tied to the  
13 Mark 5 ZODIAC operated by plaintiff CHRISTOPHER WHEELER,  
14 thereby causing the aforesaid accident and injury to plaintiff. Defendant  
15 USA negligently failed to conduct retrieval operations on the lee side of  
16 the USNS CATAWBA. Defendant USA negligently failed to safely lift  
17 the unmanned underwater vehicle out of the water. Said unmanned  
18 underwater vehicle was under the exclusive control of defendant USA  
19 therefore the doctrine of res ipsa loquitur applies.  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 21. Defendant USA negligently caused and allowed said Mark 5 ZODIAC  
2 and said unmanned underwater vehicle to be put into the ocean in the face  
3 of an oncoming hurricane.  
4

5 22. The crane operator on the USNS CATAWBA, an employee of defendant  
6 USA, negligently failed to properly plan the lift of the unmanned  
7 underwater vehicle out of the ocean and negligently failed to maintain  
8 proper communications with the personnel in the Mark 5 ZODIAC to  
9 which the unmanned underwater vehicle was tied.  
10  
11

12 23. As a result of defendant USA's negligence plaintiff was hurt and injured  
13 in his health, strength and activity, sustaining serious injuries, all of which  
14 injuries have caused, and continue to cause, plaintiff great mental,  
15 physical and nervous pain and suffering and loss of enjoyment of life in  
16 an amount to be proven at trial. Plaintiff is informed and believes and  
17 thereon alleges that such injuries will result in permanent disability to  
18 him.  
19  
20  
21

22 24. As a further result of defendant's USA's negligence plaintiff has incurred  
23 and will continue to incur medical and related expenses, the full amount  
24 of which is not known to plaintiff at this time, and plaintiff will move to  
25 amend this complaint to state such amount when the same becomes  
26  
27  
28



1 known to him, on proof thereof. The amount of plaintiff's past and future  
2 medical expenses will be proven at trial.

3  
4 25. As a further result of defendant USA's negligence plaintiff's earning  
5 capacity has been greatly impaired, both past and future, and plaintiff has  
6 suffered and will continue to suffer a loss of wages, fringe benefits, wage  
7 earning capacity and ability to perform household services in an amount  
8 which will be proven at trial.  
9

10 WHEREFORE, plaintiff prays judgment against defendants, and each of  
11 them, as follows:  
12

- 13 1. For general damages, according to proof;
- 14
- 15 2. For damages for medical and related expenses, according to proof;
- 16
- 17 3. For damages for lost earnings, both past and future, and loss of earning  
18 capacity and fringe benefits and loss of ability to perform household  
19 services, according to proof;
- 20
- 21 4. For maintenance and cure and unearned wages according to proof,  
22 against defendants EXELIS INC.; HARRIS CORPORATION; and  
23 HARRIS CORPORATION, A DELAWARE CORPORATION;
- 24
- 25 5. For costs of suit herein incurred; and
- 26
- 27 6. For such other and further relief as the Court may deem proper.  
28

1 Date: May 23, 2016

/s/ Preston Easley

2 PRESTON EASLEY  
3 CHRISTOPHER BULONE  
4 PETER YOVANOVICH  
5 Attorneys for Plaintiff  
6 CHRISTOPHER WHEELER  
7  
8  
9

10 DEMAND FOR JURY TRIAL

11 Plaintiff CHRISTOPHER WHEELER hereby demands a trial by jury in  
12 this action.  
13  
14

15 Dated: May 23, 2016

/s/ Preston Easley

16 PRESTON EASLEY  
17 CHRISTOPHER BULONE  
18 PETER YOVANOVICH  
19 Attorneys for Plaintiff  
20 CHRISTOPHER WHEELER  
21  
22  
23  
24  
25  
26  
27  
28